
EXHIBIT F9

SEWAGE TREATMENT AGREEMENT, DATED
OCTOBER 11, 1988, BY AND BETWEEN
EAST GOSHEN TOWNSHIP, EAST GOSHEN MUNICIPAL
AUTHORITY, AND THE TOWNSHIP OF WILLISTOWN

EAST GOSHEN MUNICIPAL AUTHORITY
EAST GOSHEN TOWNSHIP
1580 PAOLI PIKE, WEST CHESTER, PA. - 19380

RECEIVED
OCT 19 1988
WILLISTOWN TWP.

October 19, 1988

William Rosenberry
Township Manager
Willistown Township
Box 688
Sugartown Road
Malvern, PA 19355

Re: Inter-municipal Agreement
Hunter's Run development

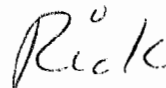
Dear Bill:

Enclosed is a fully executed original of the inter-municipal agreement for sewer connection for the Willistown residents of the Hunter's Run development.

Thank you for your cooperation in making this agreement possible. We hope it will enable the Willistown property owners who are having problems with their on-site sewage systems, or simply want to connect to public sewer, to do so.

We will notify you of any residents who do connect so that the billing arrangements can be made. Please refer any inquiries you get to Sue Fish of the East Goshen Township office staff (692-7171). A copy of our letter to the Willistown Hunter's Run property owners is also enclosed.

Very truly yours,



Louis F. Smith, Jr.
Township Manager

LFS/skf
enclosures

EAST GOSHEN MUNICIPAL AUTHORITY
EAST GOSHEN TOWNSHIP
1580 PAOLI PIKE, WEST CHESTER, PA. - 19380

October 21, 1988

Re: Inter-municipal Agreement
with Willistown Township

Dear

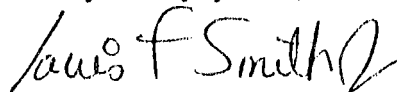
The East Goshen Municipal Authority has executed an inter-municipal agreement with Willistown Township in order to permit property owners of the Hunter's Run development to connect to the East Goshen public sewer system.

Property owners connecting to the system will be required to pay all costs associated with it, i.e. tapping fee of \$1,500, connection fee of \$180, the cost of installing the necessary pipe from the East Goshen line as well as the cost of connecting the individual home to the lateral stub.

In the event connection is made, quarterly sewer rental charges will be payable to Willistown Township at their current rate.

If you wish to make this connection, please contact Sue Fish at the East Goshen Township office (692-7171).

Very truly yours,



Louis F. Smith, Jr.
Township Manager

LFS/skf
cc: Willistown Township

SEWAGE TREATMENT AGREEMENT

THIS AGREEMENT, made the 11TH day of OCTOBER, 1988, by and among EAST GOSHEN TOWNSHIP ("East Goshen"), EAST GOSHEN MUNICIPAL AUTHORITY ("East Goshen Authority") and WILLISTOWN TOWNSHIP ("Willistown")

WITNESSETH:

WHEREAS, Hunter's Run is a subdivision which has been developed in East Goshen, Westtown and Willistown Townships; and

WHEREAS, Hunter's Run consists of 19 residential lots which are allocated as follows among the three Townships:

East Goshen - Lots 1, 2, 12, 13, 14, 15 and 19;

Westtown - Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11;

Willistown - Lots 16, 17 and 18; and

WHEREAS, all of the lots in Hunter's Run are served by and connected to a sewage collection system and a sewage treatment plant located in West Goshen Township (hereinafter collectively referred to as the "East Goshen Sewage System"); and

WHEREAS, the collection system portion of the East Goshen Sewage System is owned by East Goshen Authority and leased to and operated by East Goshen; and

WHEREAS, pursuant to an intermunicipal agreement between East Goshen and West Goshen Township, sewage from East Goshen, including that from Hunter's Run, is received and treated by the

sewage treatment plant of the West Goshen Sewer Authority from the treatment capacity therein allocated to East Goshen; and

WHEREAS, the collection system for Hunter's Run which is located in Westtown and Willistown are part of the Township sewage systems operated by those Townships; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions by which the sewage generated by the Hunter's Run lots located in Willistown shall be received and treated by the East Goshen Sewage System.

NOW, THEREFORE, the parties hereto, each binding itself, its successors and assigns, and each representing that it has the proper legal authority to enter into this agreement, do mutually represent, covenant and agree as follows:

1. Subject to the payment of the charges and subject also to the limitations of this agreement, East Goshen and East Goshen Authority grant Willistown the right to discharge sewage wastes from those residences on Lots 16, 17 and 18 in Hunter's Run into the East Goshen Sewage System for treatment. Such discharge shall be made into the Hunter's Run sewage collection system located in Willistown. No other sewage from Willistown shall be discharged into the East Goshen Sewage System. East Goshen and East Goshen Authority agree to reserve sufficient capacity in the East Goshen Sewage System to receive and treat the sewage generated by the said Lots 16, 17 and 18.

2. East Goshen and East Goshen Authority reserve the right at any time to divert the Willistown sewage to any other treatment facility of the East Goshen Sewage System. Willistown reserves the right at any time to divert the Willistown sewage to any other treatment facility of its system, in which event East Goshen's and East Goshen Authority's obligation to receive Willistown sewage wastes pursuant to this agreement shall terminate.

3. Willistown shall be responsible for the maintenance and repair of that portion of the Hunter's Run collection system located in Willistown. East Goshen and East Goshen Authority shall maintain or cause to be maintained in good repair and operating condition the East Goshen Sewage System.

4. Willistown agrees to permit no discharges into the Hunter's Run collection system other than domestic waste and agrees to abide by all East Goshen regulations governing the discharge of waste into the East Goshen Sewage System.

5. Willistown shall be responsible for the billing of Willistown residents who own Lots 16, 17 and 18 in Hunter's Run for sewage service. East Goshen shall bill Willistown on a calendar quarter basis and at the regular residential sewer rental charge according to the East Goshen sewer rate ordinance for treatment of the waste generated by the owners of Lots 16, 17 and 18 in Hunter's Run. Payment shall be made by Willistown within 30 days of delivery of the bill.

6. Any party hereto, or its duly authorized representative, shall at all reasonable times be permitted to enter upon properties of the other for the purpose of inspection, observation, measurement, sampling and testing in order to carry out the purposes and intent of this agreement.

7. Willistown acknowledges that East Goshen and East Goshen Authority are authorized to deliver sewage wastes from the East Goshen System to West Goshen Sewer Authority pursuant to an agreement with West Goshen Township and West Goshen Sewer Authority, dated September 6, 1977, and that the said agreement in Section 3.03(b) mandates that any municipality discharging sewage wastes into the East Goshen System must contain certain provisions. Accordingly, Willistown agrees that it will comply with the quality and quantity provisions of the said 1977 agreement and those provisions thereof relating to compliance with existing laws and regulations and the imposition of charges required thereby. Willistown expressly grants to West Goshen Township and West Goshen Sewer Authority the direct legal right to enforce all of such provisions against it as a third-party beneficiary of this agreement. Willistown further acknowledges that it has been provided a copy of the 1977 agreement referred to herein.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and their respective corporate seals affixed the day and year first above written.

ATTEST:

Wm F Smith Jr

EAST GOSHEN TOWNSHIP

BY:

Anthony Scull

ATTEST:

Suzanne K. Laid

EAST GOSHEN MUNICIPAL AUTHORITY

BY:

J. K. Laid

ATTEST:

Marcella S. Boone

WILLISTOWN TOWNSHIP

BY:

Barth Wiso